



**City of Guyton, Georgia**  
**City Council**  
**Public Hearing and Meeting**  
**September 10, 2024 at 7:00 P.M.**

**Guyton City Hall**  
**310 Central Boulevard**  
**Guyton, GA 31312**

---

## **AGENDA**

**1. Call to Order**

**2. Public Hearing**

- ⊗ Annexation and Rezoning of Parcel ID 02710025C00  
(100.001 Acres / AR-1 → R-1)

**3. Invocation and Pledge of Allegiance**

**4. Consideration to Approve the Agenda**

**5. Consideration to Approve the Minutes**

- ⊗ 08/13/24 Regular Meeting
- ⊗ 08/22/24 Special Called Meeting

**6. Reports from Staff and Committees**

- |                            |                    |
|----------------------------|--------------------|
| ⊗ Police Department        | Kelphie Lundy      |
| ⊗ Fire Department          | Clint Hodges       |
| ⊗ Public Works/Water/Sewer | EOM                |
| ⊗ Planning and Zoning      | Lon Harden         |
| ⊗ Industrial Development   | Lon Harden         |
| ⊗ Historical Commission    | Lucy Powell        |
| ⊗ Leisure Services         | Lula Seabrooks     |
| ⊗ Library Board            | Jim Odum           |
| ⊗ Downtown Development     | Miller Barger, Jr. |

**7. Public Participation**

- ⊗ Julie Pickens, CASA

**8. Old Business**

- A. Second reading of Ordinance 2024-05 for the Defined Benefit Employee Retirement Plan

**9. New Business**

- A. First reading of Ordinance 2024-06 regarding annexation and rezoning of Parcel ID 02710025C00
- B. First reading of Ordinance 2024-07 regarding rezoning of Parcel ID G0040033B00
- C. Consideration to approve Resolution 2024-17 imposing a moratorium on the acceptance of applications for sanitary sewer services for future residential properties
- D. Consideration to approve a laydown yard lease agreement with Georgia Power Company
- E. Consideration to renew a rental agreement with Pitney Bowes
- F. Consideration to approve an alcohol beverage license for Fagunkumar Patel
- G. Consideration to proclaim September 30, 2024, as Guyton Reads Day

**10. Consideration to move from the regular meeting into an executive session referencing litigation and real estate**

**11. Consideration to take any action needed arising from executive session**

**12. Dates to Remember**

- 🕒 Wednesday, September 18, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- 🕒 Thursday, September 19, 2024, Bingo from 11:00 A.M. until 12:00 P.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- 🕒 Tuesday, October 9, 2024, Guyton City Council Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

**13. Consideration to Adjourn**

## Rules of Decorum for All Meetings

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

### (A) General rules applicable to all (Mayor and City Council, Staff, Members of the Public)

- 1) Each speaker should refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
- 2) During designated times for members of the public to speak, members of the public will be permitted 10 minutes to discuss topics. After 10 minutes of discussion on a topic, members of the public will be limited to 3:00 minutes speaking time. The Mayor or presiding officer shall have the authority to grant additional speaking time. Notwithstanding the foregoing, during public hearings involving zoning decisions, members of the public will have no less than 10 minutes to speak in favor, and no less than 10 minutes to speak in opposition.
- 3) Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

### (B) Additional Rules for Mayor and City Council, Committees, Boards or Commissions

1. The Mayor and City Council, Committees, Boards, Authorities, or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the appropriate person to answer. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will attempt to answer or address questions presented one at a time without attempting to talk over another member.
3. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions are always free to criticize or question policies, positions, data, or information presented. However, members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will not attack or impugn the person presenting.

### (C) Enforcement

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.

PETITION REQUESTING ANNEXATION

CITY OF GUYTON, GEORGIA

TO THE HONORABLE CITY COUNCIL OF GUYTON, GEORGIA

1. The undersigned, as the owner(s) of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Guyton, Georgia, and the City boundaries include the same.
2. The territory to be annexed abuts the existing boundary of Guyton, Georgia and the description of such territory area is as follows:

Address/ Description of Property:  
281 Brittingham Rd, Guyton, GA 31312  
Tract #3, 100.001 AC, Zoned AR-1

3. It is requested that this territory to be annexed shall be zoned: R-1 (approximately 100.001 acres) for the following reasons.

The site is currently zoned AR-1. It is located within Effingham County limits. It is proposed to construct residential housing. The developer will need the City of Guyton water services. Also, the property is adjacent to a property that is within the City of Guyton city limits, so it is logical to annex the property.

4. Therefore, the Petitioners pray that the City Council of the City of Guyton pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Laws ,1946 do by proper ordinance annex said property to the city limits to City o Guyton.

Respectfully,



Owner/Purchaser



Owner/Purchaser

**AUTHORIZATION FOR ANNEXATION**

**Application for Annexation**

I swear that I am the owner of the property which is the subject matter of the attached application. AS is shown in the records of Effingham County, Georgia. I authorize the person named below to act as the applicant in the pursuit of annexation of this property.


Applicant's Name: S.D. Sauers Construction

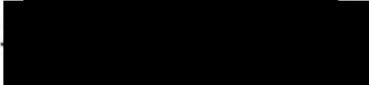
Owner's Name: Judith B. Morris

Property Address: 281 Brittingham Rd - Tract #3 - 100.001 AC

City: Guyton

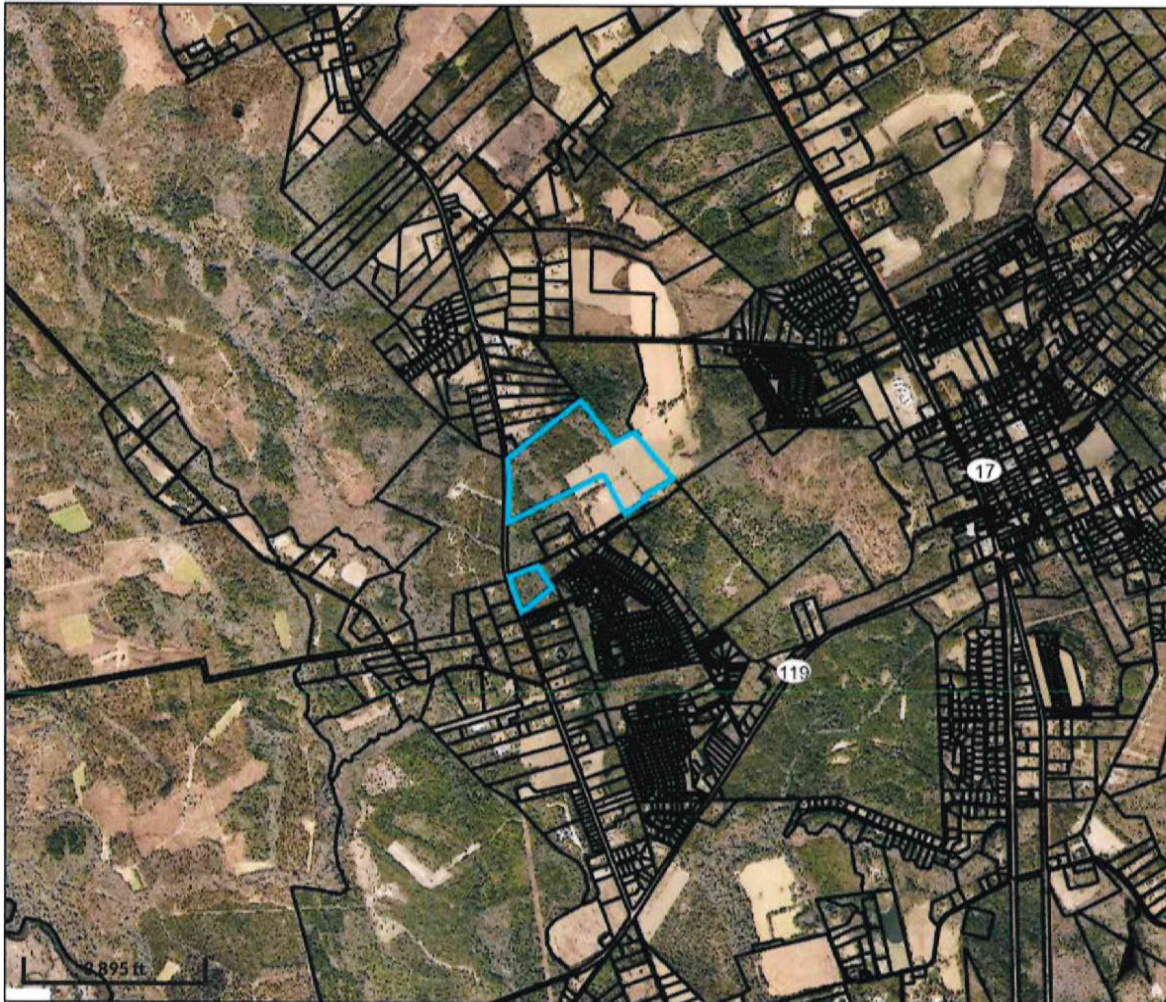
State: GA

Applicant Phone: 

Owner Phone: 

Signature of Applicant: *S.D. Sauers*

Signature of Owner: *Judith Brittingham Morris*



Overview



Legend

- Parcels
- Roads

<p><b>Parcel ID</b> 02710025C00</p> <p><b>Class Code</b> Consv Use</p> <p><b>Taxing District</b> 01-County</p> <p>County</p> <p><b>Acres</b> 100.0</p>	<p><b>Owner</b> MORRIS JUDITH CECILE B</p> <p>685 OLD LOUISVILLE RD</p> <p>GUYTON, GA 31312</p> <p><b>Physical Address</b> BRITTINGHAM RD</p> <p><b>Assessed Value</b></p>	<p><b>Last 2 Sales</b></p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>1/18/2008</td> <td>0</td> <td>UI</td> <td>U</td> </tr> <tr> <td>n/a</td> <td>0</td> <td>n/a</td> <td>n/a</td> </tr> </tbody> </table>	Date	Price	Reason	Qual	1/18/2008	0	UI	U	n/a	0	n/a	n/a
Date	Price	Reason	Qual											
1/18/2008	0	UI	U											
n/a	0	n/a	n/a											

(Note: Not to be used on legal documents)

Date created: 8/27/2024  
 Last Data Uploaded: 8/26/2024 7:03:46 PM

Developed by **Schneider**  
 GEOSPATIAL



**City of Guyton  
City Council Meeting  
August 13, 2024 — 7:00 PM**

**MINUTES OF MEETING**

---

**Call to Order** — The City of Guyton Council held a City Council Meeting on August 13, 2024, at Guyton City Hall — 310 Central Boulevard, Guyton, GA 31312. The meeting was called to order by Mayor Andy Harville at approximately 7:00 PM. Mayor Andy Harville, Mayor Pro Tem Michael Johnson, Councilmember Jeremiah Chancey, and Councilmember Joseph Lee were present at this meeting. Councilmember Theodore Hamby arrived at 7:13 PM.

**Additional Administrative Staff Present** — City Clerk Fabian Mann and City Attorney Wes Rahn were present.

**Guest Present** — The guest sign-in sheets are filed in the Office of the City Clerk.

---

**Invocation** — The invocation was led by **Lon Harden**.

**Pledge of Allegiance** — The Pledge of Allegiance was led by **Harville**.

**Consideration to Approve the Agenda** — **Johnson** made a motion to approve the agenda. **Chancey** seconded the motion. **Motion passed unanimously.**

**Consideration to Approve the Minutes** — **Chancey** made a motion to approve the minutes of the following meeting. **Johnson** seconded the motion. **Motion passed unanimously.**

- 🕒 07/09/24 Regular Meeting
  - 🕒 07/18/24 Special Called Meeting
- 

**Reports from Staff or Committees**

- |                                  |                    |
|----------------------------------|--------------------|
| 🕒 Police Department              | Kelphie Lundy      |
| 🕒 Code Enforcement               | Moses Walker       |
| 🕒 Planning and Zoning            | Lon Harden         |
| 🕒 Industrial Development         | Lon Harden         |
| 🕒 Leisure Services               | Lula Seabrooks     |
| 🕒 Library Board                  | Jim Odum           |
| 🕒 Downtown Development Authority | Miller Barger, Jr. |
-



## Public Participation

- 🗳️ Scouting America
- 

## General Government

- 🗳️ Linton Lane Manhole Removal and Replacement
  - 🗳️ Public Reprimand and Apology, Councilman Theodore Hamby
  - 🗳️ Monthly Telephone Utility Payment Notices
- 

## Old Business

**Second reading and consideration to approve Ordinance 2024-02 amending the City of Guyton Zoning Ordinance — Chancey made a motion to approve Ordinance 2024-02. Lee seconded the motion. Motion passed unanimously.**

---

## New Business

### **First reading of Ordinance 2024-04 levying a net tax**

**Consideration to approve Major Subdivision Sketch Plan (Alexander Farms) — Johnson made a motion to approve the Major Subdivision Sketch Plan. Hamby seconded the motion. Motion passed unanimously.**

**Consideration to add Springfield Wrecker Service to the Guyton Police Department’s wrecker rotation list — Lee made a motion to add Springfield Wrecker Service to the rotation list. Johnson seconded the motion. Motion passed unanimously.**

**Consideration to approve Guyton Police Department Policy 200-05, “Take-Home Vehicles,” and 200-08, “Vehicle Operations” — Chancey made a motion to approve Policy 200-5 and 200-8. Johnson seconded the motion. Motion passed unanimously.**

**Consideration to approve Change Order #1 for the Guyton LAS Sprayfield Improvement Project in the amount of \$18,000.00 — Hamby made a motion to approve Change Order #1. Lee seconded the motion. Motion passed unanimously.**

**Consideration to notify Georgia Municipal Association of the City’s desire to add elected officials to the City’s retirement plan — Lee, Johnson, and Hamby voted aye. Harville and Chancey voted nay. Motion passed 3-2.**





**Consideration to approve Resolution 2024-17 imposing a moratorium on the acceptance of applications for sanitary sewer services for residential properties — Johnson made a motion to table Resolution 2024-17. Lee seconded the motion. Motion passed unanimously.**

**Consideration to approve Resolution 2024-18 engaging Waste Water Systems, Inc. — Lee made a motion to approve Resolution 2024-18. Johnson seconded the motion. Motion passed unanimously.**

**Consideration to move from the regular meeting into an executive session referencing personnel — Johnson made a motion to move from the regular meeting into an executive session referencing personnel. Chancey seconded the motion. Motion passed unanimously.**

**Consideration to take any action needed arising from executive session — Johnson made a motion to approve a 3% pay raise for Chief Lundy. Hamby seconded the motion. Motion passed unanimously.**

---

### Dates to Remember

- ③ Wednesday, August 14, 2024, Blood Drive from 1:00 P.M. until 6:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ③ Wednesday, August 21, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- ③ Thursday, August 22, 2024, Bingo from 11:00 A.M. until 12:00 P.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- ③ Monday, September 2, 2024, Guyton City Hall closed in observance of Labor Day
- ③ Tuesday, September 3, 2024, Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- ③ Tuesday, September 10, 2024, Guyton City Council Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

---

**Consideration to Adjourn — Johnson made a motion to adjourn. Chancey seconded the motion. Motion passed unanimously.** The meeting adjourned at approximately 8:05 P.M.



---

Andy Harville, Mayor

Attest:

---

Fabian M. Mann, Jr., City Clerk

DRAFT



**City of Guyton**  
**Special Called City Council Meeting**  
**August 22, 2024 — 6:00 PM**

**MINUTES OF MEETING**

---

**Call to Order** — The City of Guyton Council held a special called city council meeting on August 22, 2024, at Guyton City Hall — 310 Central Boulevard, Guyton, GA 31312. The meeting was called to order by Mayor Andy Harville at approximately 6:00 PM. Mayor Andy Harville, Councilmember Joseph Lee, Councilmember Theodore Hamby, and Councilmember Jeremiah Chancey were present at this meeting. Mayor Pro Tem Michael Johnson was absent.  
**Additional Administrative Staff Present** — City Clerk Fabian Mann was present.  
**Guest Present** — The guest sign-in sheets are filed in the Office of the City Clerk.

---

**Consideration to Approve the Agenda** — Chancey made a motion to approve the agenda. Lee seconded the motion. **Motion passed unanimously.**

---

**Old Business**

**Second reading and consideration to approve Ordinance 2024-04 levying a net tax** — Chancey made a motion to approve Ordinance 2024-04. Lee seconded the motion. **Motion passed unanimously.**

---

**New Business**

**First reading of Ordinance 2024-05 for the Defined Benefit Employee Retirement Plan**

**Consideration to approve an agreement with the Georgia Department of Revenue regarding the enforcement of penalties for school zone traffic violations** — Lee made a motion to approve the agreement. Chancey seconded the motion. **Motion passed unanimously.**

---

**Dates to Remember**

- ☉ Monday, September 2, 2024, Guyton City Hall closed in observance of Labor Day
- ☉ Tuesday, September 3, 2024, Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312



● Tuesday, September 10, 2024, Guyton City Council Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

---

### Consideration to Adjourn

**Hamby** made a motion to adjourn the meeting. **Chancey** seconded the motion. **Motion passed unanimously.**

City of Guyton

\_\_\_\_\_  
Andy Harville, Mayor

Attest:

\_\_\_\_\_  
Fabian M. Mann, Jr., City Clerk

DRAFT

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**ORDINANCE 2024-05**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Guyton**

**Form Pre-approved Plan Adoption Agreement  
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List**

# TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE .....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT .....	2
1. ADMINISTRATOR .....	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY .....	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE.....	3
6. TYPE OF ADOPTION .....	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR .....	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees .....	5
B. Elected or Appointed Members of the Governing Authority .....	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees).....	6
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	7
13. CREDITED SERVICE .....	7
A. Credited Past Service with Adopting Employer .....	8
B. Prior Military Service .....	9
C. Prior Governmental Service.....	10
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	13
A. Early Retirement Qualifications .....	13
B. Normal Retirement Qualifications.....	14
C. Alternative Normal Retirement Qualifications.....	16
D. Disability Benefit Qualifications .....	20
15. RETIREMENT BENEFIT COMPUTATION.....	20
A. Maximum Total Credited Service.....	20
B. Monthly Normal Retirement Benefit Amount.....	21
C. Monthly Early Retirement Benefit Amount .....	23
D. Monthly Late Retirement Benefit Amount (check one): .....	25
E. Monthly Disability Benefit Amount.....	25
F. Minimum/Maximum Benefit For Elected Officials .....	26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	26

A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) .....	26
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	28
A.	Eligible Regular Employees .....	28
B.	Elected or Appointed Members of the Governing Authority .....	29
18.	PRE-RETIREMENT DEATH BENEFITS .....	29
A.	In-Service Death Benefit.....	29
B.	Terminated Vested Death Benefit.....	31
19.	EMPLOYEE CONTRIBUTIONS .....	32
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	33
21.	TERMINATION OF THE ADOPTION AGREEMENT.....	33
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	33

## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Guyton, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Guyton, Georgia, and it is hereby ordained by the authority thereof:

**Section 1.** The Retirement Plan for the Employees of the City of Guyton, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

**Ordinance continued on page 36**



**II. GMEBS DEFINED BENEFIT RETIREMENT PLAN**  
**ADOPTION AGREEMENT**

**1. ADMINISTRATOR**

Georgia Municipal Employees Benefit System  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

**2. ADOPTING EMPLOYER**

Name: **City of Guyton, Georgia**

**3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **P.O. Box 99, Guyton, GA 31312-0099**  
Phone: **(912) 772-3353**  
Facsimile: **(912) 772-3152**

**4. PLAN REPRESENTATIVE**

**[To represent Governing Authority in all communications with GMEBS and Employees]**  
**(See Section 2.49 of Basic Plan Document)**

Name: **City Clerk**  
Address: **P.O. Box 99, Guyton, GA 31312-0099**  
Phone: **(912) 772-3353**  
Facsimile: **(912) 772-3152**

## 5. PENSION COMMITTEE

**[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]**

Position:  
Position:  
Position:  
Position:  
Position:

Pension Committee Secretary: **City Clerk**  
Address: **P.O. Box 99, Guyton, GA 31312-0099**  
Phone: **(912) 772-3353**  
Facsimile: **(912) 772-3152**

## 6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
  - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document,

the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is \_\_\_\_.

**(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).**

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be \_\_\_\_ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_ **(insert original effective date of preexisting plan)**.

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **March 15, 2023** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **January 1, 1999** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

## 8. PLAN YEAR

Plan Year means (**check one**):

- Calendar Year
- Employer Fiscal Year commencing \_\_\_\_\_.
- Other (**must specify month and day commencing**): \_\_\_\_\_.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

#### (1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): \_\_\_\_\_.

(2) **Municipal Legal Officers (check one):**

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

## 10. ELIGIBILITY CONDITIONS

### A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

### B. **Months Per Year (Regular Employees)**

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
- At least 5 months per year (regularly scheduled)

**Exceptions:** If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The months to year requirement for excepted class(es) are:

- No minimum
- At least \_\_\_\_\_ months per year (regularly scheduled)

## 11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): \_\_\_\_\_.

## 13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

**A. Credited Past Service with Adopting Employer**

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

**(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

**(2) Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_.

**(3) Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

**(4) Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

## **B. Prior Military Service**

**Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.**

### **(1) Credit for Prior Military Service.**

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
  - Computing amount of benefits payable.
  - Meeting minimum service requirements for vesting.
  - Meeting minimum service requirements for benefit eligibility.

### **(2) Maximum Credit for Prior Military Service.**

Credit for Prior Military Service shall be limited to a maximum of \_\_\_\_ years (**insert number**).

### **(3) Rate of Accrual for Prior Military Service.**



Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- One month of military service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of military service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(4) Payment for Prior Military Service Credit (check one):**

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
  - The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit (as defined below).
  - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

**C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

**(1) Credit for Prior Governmental Service.**

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
  - Computing amount of benefits payable.
  - Meeting minimum service requirements for vesting.
  - Meeting minimum service requirements for benefit eligibility.

**(2) Definition of Prior Governmental Service.**

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

**(3) Maximum Credit for Prior Governmental Service.**

Credit for prior governmental service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(4) Rate of Accrual for Prior Governmental Service Credit.**

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Adopting Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Payment for Prior Governmental Service Credit.**

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:
  - The Participant must pay \_\_\_\_% of the actuarial cost of the service credit.
  - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

**D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

**(1) Credit for Unused Paid Time Off.**

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

**Important Note:** Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
  - Unused sick leave
  - Unused vacation leave
  - Unused personal leave

- Other paid time off (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**(2) Minimum Service Requirement.**

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least \_\_\_\_\_ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**(3) Use of Unused Paid Time Off Credit.** Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of \_\_\_\_ months (**insert number**).

**(5) Computation of Unused Paid Time Off.**

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

**(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

Early retirement qualifications are (**check one or more as applicable**):

- Attainment of age 55 (**insert number**)
- Completion of 10 years (**insert number**) of Total Credited Service

**Exceptions:** If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Early retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age \_\_\_\_\_ (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service

**B. Normal Retirement Qualifications**

**Note:** Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

**(1) Regular Employees**

Normal retirement qualifications for Regular Employees are (**check one or more as applicable**):

- Attainment of age **65** (**insert number**)
- Completion of **5** years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Normal retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age \_\_\_\_\_ (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**(2) Elected or Appointed Members of Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan.** Normal retirement qualifications for this class are **(check one or more as applicable)**:

- Attainment of age \_\_\_\_\_ **(insert number)**
- Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- Attainment of age \_\_\_\_\_ **(insert number)**
- Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

**C. Alternative Normal Retirement Qualifications**

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

**Alternative Normal Retirement Qualifications (check one or more, as applicable):**

- (1)**  Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

- (2)**  **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

- Attainment of age \_\_\_\_\_ (**insert number**)
- Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

A Participant (**check one**):  is required  is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

(3)  **Rule of \_\_\_\_\_ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- Must have attained at least age \_\_\_\_\_ (**insert number**)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

A Participant (**check one**):  is required  is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.



(4)  **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least \_\_\_\_\_ years (**insert number**) of Total Credited Service, regardless of the Participant's age.

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_.

This alternative normal retirement benefit is available to:

All Participants who qualify.

Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

A Participant (**check one**):  is required  is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

(5)  **Other Alternative Normal Retirement Benefit.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify -**

**specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

A Participant **(check one)**:  is required  is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

**(6)  Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

A public safety employee Participant (**check one**):  is required  is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**Note:** "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

**D. Disability Benefit Qualifications**

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- \_\_\_\_\_ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**15. RETIREMENT BENEFIT COMPUTATION**

**A. Maximum Total Credited Service**

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to \_\_\_\_\_ years for all Participants.
- limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - All Eligible Regular Employees.

- Only the following Eligible Regular Employees: \_\_\_\_\_.
- limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**B. Monthly Normal Retirement Benefit Amount**

**(1) Regular Employee Formula**

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- (a) **Flat Percentage Formula. 1.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

- (b) **Alternative Flat Percentage Formula. \_\_\_\_\_% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

- (c) **Split Final Average Earnings Formula. \_\_\_\_\_% (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:\_\_\_\_\_.

- (d) **Alternative Split Final Average Earnings Formula. \_\_\_\_\_% (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered**

**Compensation**), plus \_\_\_\_\_% (**insert percentage**) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]**

**(2) Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ \_\_\_\_\_ (**specify amount**). This definition shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]**

**(4) Formula for Elected or Appointed Members of the Governing Authority**

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$ \_\_\_\_\_ **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]**

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly

Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

- All Participants.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

- All Participants.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)</u></b>	<b><u>Percentage of Normal Retirement Benefit* (complete as applicable)</u></b>
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

**D. Monthly Late Retirement Benefit Amount (check one):**

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

**E. Monthly Disability Benefit Amount**

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**):  20%  10%  \_\_\_\_% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**):  66 2/3 %  \_\_\_\_% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)



**F. Minimum/Maximum Benefit For Elected Officials**

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**G. Multiple Plans**

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

---

---

**16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA**

**A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)**

**(1) Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

- (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**:  all Retired Participants  only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer):** \_\_\_\_\_.

**(2) Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a)  The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

- (b)  The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

- (c)  The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**:  all Retired Participants;  only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

**B. Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following (**check one**):

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_% (**insert percentage**).
- (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% (**insert percentage**).

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) (**check one**):

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after \_\_\_\_\_ (**insert date**).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): \_\_\_\_\_.

**17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT;  
VESTING**

**A. Eligible Regular Employees**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (**check one**):

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

**Exceptions:** If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Vesting Schedule for excepted class (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): \_\_\_\_\_.

**B. Elected or Appointed Members of the Governing Authority**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (check one):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): \_\_\_\_\_.

**18. PRE-RETIREMENT DEATH BENEFITS**

**A. In-Service Death Benefit**

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

(1)  **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):

- The Participant must be vested in a normal retirement benefit.
- The Participant must have **10** years (**insert number**) of Total Credited Service.
- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

(2)  **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**Imputed Service.** For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**):  one-half ( $\frac{1}{2}$ )  \_\_\_\_\_ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Basic**

**Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

**(3) Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): \_\_\_\_\_.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**B. Terminated Vested Death Benefit**

**(1) Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

**(2) Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit

payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): \_\_\_\_\_.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

## 19. EMPLOYEE CONTRIBUTIONS

### (1) Employee contributions (check one):

- Are not required.
- Are required in the amount of \_\_\_\_\_ % (insert percentage) of Earnings for all Participants.
- Are required in the amount of \_\_\_\_\_ % (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (check one):

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred

election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

- Not to pick up Employee Contributions.

**(3) Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):  
\_\_\_\_\_.

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

**Adoption.** The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue



Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

**Authorization for Amendments.** Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided

under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

**Reliance on Opinion Letter.** As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

**AN ORDINANCE (continued from page 1)**

**Section 2.** Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

**Section 3.** The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

**Section 4.** All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Guyton, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GUYTON, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

CITY OF GUYTON

STATE OF GEROGIA

ORDINANCE NO. 2024-06

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF GUYTON, GEORGIA PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY CURRENTLY KNOWN AS EFFINGHAM COUNTY PARCEL NO. 02710025C00 FROM EFFINGHAM COUNTY ZONING CLASSIFICATION AR-1 TO CITY OF GUYTON ZONING CLASSIFICATION R-1; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA in a regular meeting assembled and pursuant to lawful authority thereof, as follows:

**SECTION 1.** That the area contiguous to the City of Guyton, currently known as Effingham County Parcel No. 02710025C00 is hereby annexed into the City of Guyton and is made a part of said city.

**SECTION 2.** That the zoning ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, be amended so that Parcel No. 02710025C00 (currently zoned Effingham County zoning classification AR-1), shall be rezoned to City of Guyton zoning classification R-1.

**SECTION 3.** That the City Zoning Official and/or the City Clerk of Guyton is instructed to send within 30 days of the effective date of this ordinance an annexation report required under O.C.G.A. § 36-36-3 to: (1) the governing authority of Effingham County; (2) the Georgia Department of Community Affairs; and (3) the United States Census Bureau. The annexation report shall contain all information required under O.C.G.A. § 36-36-3.

**SECTION 4.** This ordinance shall become effective upon adoption.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

---

SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF GUYTON**

\_\_\_\_\_  
Andy Harville, Mayor

**ATTEST:**

\_\_\_\_\_  
Fabian Mann, City Clerk

---

CITY OF GUYTON  
STATE OF GEORGIA

ORDINANCE NO. 2024-07

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED; TO REZONE FROM R-1 ZONING CLASSIFICATION TO R-2 ZONING CLASSIFICATION CERTAIN REAL PROPERTY OWNED BY ANDRIK PROPERTIES, LLC AND KNOWN AS PARCEL NO. G0040033B00, LOCATED AT CENTRAL BLVD, GUYTON, GA 31312; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of Guyton, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

**WHEREAS**, the Mayor and Council have authority to amend the zoning classification of parcels from time to time;

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:**

**SECTION 1.** The Zoning Ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, shall be amended so that the approximately 0.77 acre parcel, presently owned by Andrik Properties, LLC, known as Parcel No. G0040033B00, and located at Central Blvd., Guyton, Georgia 31312, be rezoned from its present “R-1” zoning classification to a zoning classification of “R-2.”

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** This ordinance shall become effective upon the date of adoption.

**SECTION 4.** The City Manager of the City of Guyton or her designee is hereby instructed to amend the Official Zoning Map of the City of Guyton to reflect the re-zoning reflected herein.

SO ORDAINED, this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF GUYTON

\_\_\_\_\_  
Andy Harville, Mayor

**ATTEST:**

\_\_\_\_\_  
Fabian Mann, City Clerk

**STATE OF GEORGIA**

**CITY OF GUYTON**

**RESOLUTION # 2024-17**

**A RESOLUTION OF THE CITY OF GUYTON, GEORGIA TO IMPOSE A  
MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR SANITARY  
SEWER SERVICES FOR FUTURE RESIDENTIAL PROPERTIES**

**WHEREAS**, the City of Guyton (the “City”) and the surrounding region have experienced rapid residential, commercial, and industrial growth and development during the preceding five years;

**WHEREAS**, it is widely accepted that such growth and development will continue for the foreseeable future;

**WHEREAS**, such growth and development has, and will continue to, result in increased demand for the City’s sanitary sewer services;

**WHEREAS**, the City is currently working to expand its wastewater treatment capacity through the expansion of its wastewater treatment plant and the development of new land application treatment systems;

**WHEREAS**, the City expects to have a better understanding as to the date of completion of its expansion efforts on or before August 1, 2025;

**WHEREAS**, the City recognizes the demand for additional businesses and commercial properties to accommodate the recent influx of residents in the City;

**WHEREAS**, additional businesses and commercial properties will provide essential services and improve the quality of life of the general citizenry of the City;

**WHEREAS**, the City recognizes the demand for sanitary sewer services for existing residential properties;

**WHEREAS**, until the City increases its wastewater treatment capacity, it will be unable to satisfy the demand for sanitary sewer services for commercial properties and existing residential properties if it continues to accept applications for sanitary sewer services for residential properties that are not lots of record as of the effective date of this Resolution;

**WHEREAS**, a temporary moratorium on the acceptance of applications for sanitary sewer services for residential properties that are not lots of record as of the effective date of this Resolution will enable the City to meet sanitary sewer service demands for commercial properties and existing residential properties while the City works to increase its wastewater treatment capacity;

**WHEREAS**, the moratorium imposed by this Resolution is reasonably necessary, the least restrictive means available to maintain the status quo, a reasonable exercise of the City’s police power, and in the best interests of the public health, safety, and welfare; and

**WHEREAS**, the interests of the general citizenry of the City shall be served by imposing a temporary moratorium on the acceptance of applications for sanitary sewer services for residential properties that are not lots of record as of the effective date of this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:**

1. A moratorium is hereby imposed on the acceptance of applications for sanitary sewer services for any residential property that is not a “lot of record” as of the effective date of this Resolution, as defined by Section 401(36) of the City of Guyton’s Zoning Ordinance.
2. The moratorium imposed by this Resolution shall terminate on August 1, 2025, unless terminated earlier by resolution adopted by City Council.
3. All ordinances or resolutions in conflict herewith are hereby repealed.
4. This Resolution shall become effective immediately upon its adoption by the City Council.

**SO RESOLVED** this \_\_\_\_ day of August, 2024.

**CITY OF GUYTON**

\_\_\_\_\_  
Andy Harville, Mayor

**ATTEST:**

\_\_\_\_\_  
Fabian Mann, City Clerk



Project Number: \_\_\_\_\_ Name of Line: \_\_\_\_\_  
Parcel Number: \_\_\_\_\_ Account No: \_\_\_\_\_  
Letter File No: \_\_\_\_\_ Deed File: \_\_\_\_\_ Map File: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF Effingham

### LAYDOWN YARD LEASE AGREEMENT

THIS LAYDOWN YARD LEASE AGREEMENT (the "Lease") is made and entered into this 11th day of September, 20 24, by and between City of Guyton (hereinafter "Lessor"), and GEORGIA POWER COMPANY, a Georgia corporation, with offices at 241 Ralph McGill Boulevard, Atlanta, Georgia 30308 (hereinafter "Lessee").

#### W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor has this day rented and leased to Lessee that certain tract of land located in the 10th GMD, Effingham County, Georgia, as more particularly depicted and/or described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), together with the right of unimpeded vehicular and pedestrian access over and across adjoining lands of Lessor, if needed in order to provide access to and from the Property and nearby public right(s)-of-way.

The Property is rented and leased by Lessee subject to the following terms and conditions:

1. The term of this Lease shall be (6) months, commencing on September 1, 2024 and terminating on February 28, 2025 at 5:00 P.M., EST; with the option to extend month to month if needed; subject, however, to cancellation or revocation, as hereinafter provided.
2. As rental for the above described lands, Lessee agrees to pay Lessor the sum of one-thousand Dollars (\$1,000.00) per month, payable in advance.

3. The parties hereto understand and agree that the Property shall be used by the Lessee for the purpose of storing machinery and equipment used by Lessee in its construction and maintenance activities.
4. Lessee shall have the right to construct and maintain temporary structures, fencing and lighting to protect machinery and equipment utilized by Lessee. The same shall be removed by Lessee within thirty (30) days after the expiration or cancellation of this Lease.
5. Lessee agrees to keep the Property in good repair and shall remove all trash and other debris which may periodically gather thereon during the term of this Lease.
6. Lessee agrees not to place or store, or permit to be placed or stored, any environmentally hazardous or potentially harmful substances, contaminants or other materials which are now, or in the future, subject to regulation under any applicable federal, state or local laws, rules, regulations or orders.
7. In the event that Lessee remains in possession of the Property after the expiration of the term of this Lease, with Lessor's acquiescence and without any express written agreement between the parties extending the term of this Lease, Lessee shall be deemed a tenant at will at the monthly rental rate set forth in paragraph 2 above.
8. This Lease shall create the relationship of landlord and tenant between the parties hereto; no estate shall pass out of Lessor to Lessee. Lessee shall only have a usufruct, not subject to sale or levy.
9. This Lease may be assigned by Lessee to any third party. In the event of such assignment, Lessee shall not be relieved of its duties and obligations set forth herein, absent the written consent of Lessor.
10. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.
11. In the event of default by the Lessee of its obligations and responsibilities under this Lease and where such failure to comply with said obligations and duties shall continue for a period of sixty (60) days after written notice thereof is received by Lessee from Lessor, Lessor shall have the right to cancel or revoke this Lease. Upon cancellation or revocation Lessee shall have thirty (30) days to remove its equipment, machinery and temporary buildings from the Property and return the Property to a condition similar to that which existed prior to the date hereinabove first written.
12. Failure of the Lessor to exercise any power or right provided for in this Lease shall not constitute a waiver of Lessor's rights to demand exact compliance with the terms and conditions of this Lease in the future.
13. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can or has been taken, this Lease shall not terminate and there shall be immediately substituted for such invalid or unenforceable

provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and comports with the original intention of the parties.

14. This Lease constitutes the full and complete agreement between the parties hereto and said parties shall not be bound by any prior statement, special condition or agreements not herein expressed. Any alteration or amendment to this Lease shall be in writing and signed by the parties hereto. This Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. This Lease may be executed in several counterparts each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

LESSOR: City of Guyton

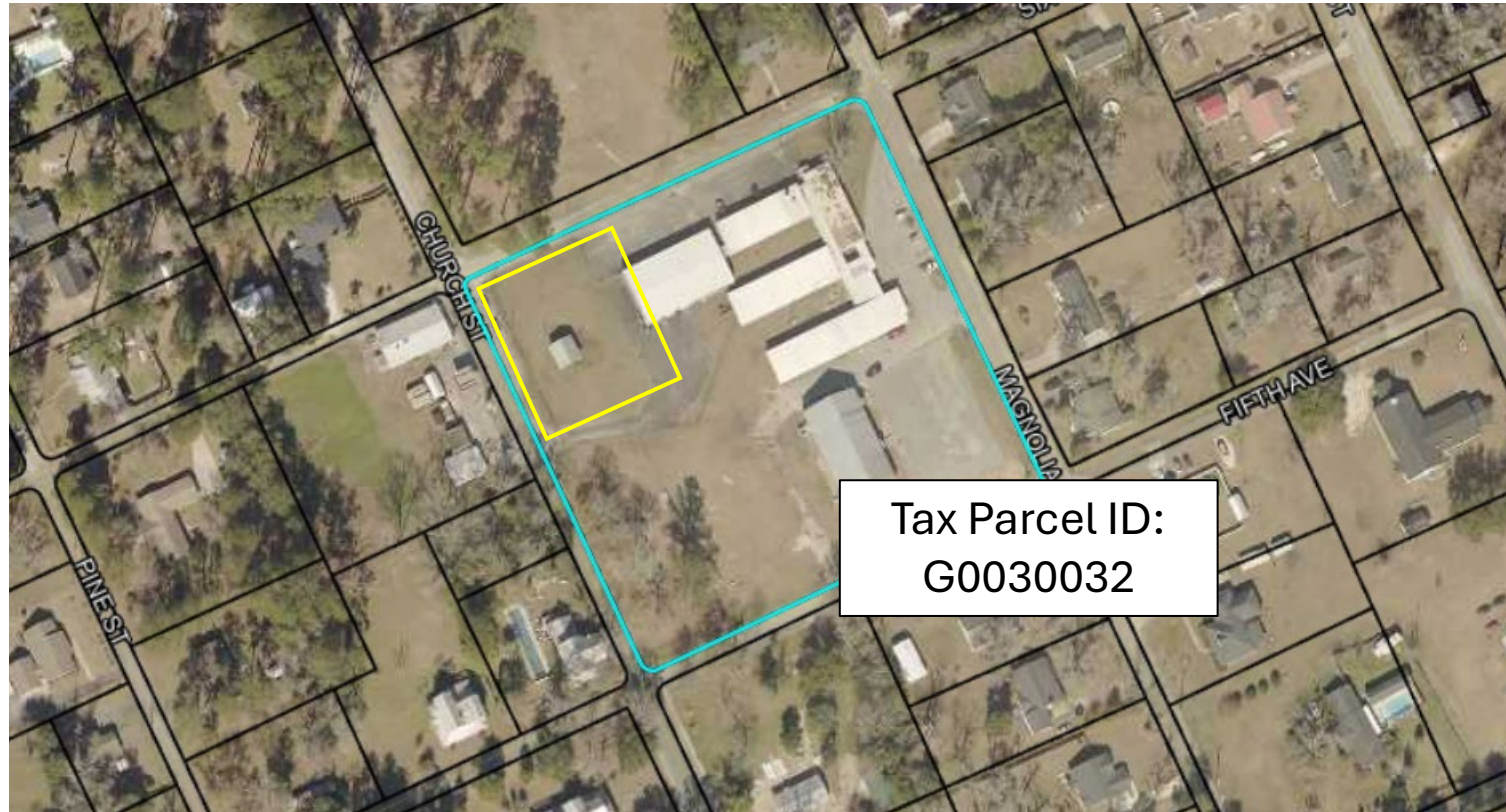
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

GEORGIA POWER COMPANY, a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A  
City of Guyton  
505 Magnolia St  
Guyton, GA 31312



Project: Treutlen T1882-9468

# APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

1. TYPE OF ALCOHOL BEVERAGE LICENSE APPLIED FOR:

✓	License Class	License Description	Fee
	A1	Retail malt beverages, by package only	\$750
	A2	Retail wine, by package only	\$750
	A3	Retail malt beverages, and wine, by package only	\$1,000
✓	A4 ✓	Retail liquor, malt beverages, and wine, by package only	\$5,000
	B1	Consumption on-premises, liquor, malt beverages, and wine	\$1,250
	B2	Consumption on-premises, malt beverages and wine	\$1,000
	B3	Consumption on-premises, malt beverages only	\$750
	B4	Consumption on-premises, wine only	\$750
	C	Wholesale liquor	\$75 where principal place of business is outside the City; \$1,000 where principal place of business is inside the City
	D	Wholesale malt beverages	\$75 where principal place of business is outside the City; \$1,000 where principal place of business is inside the City
	E	Wholesale wine	\$75 where principal place of business is outside the City; \$1,000 where principal place of business is inside the City
	F	Special Event Venue	\$500
	G	Distiller, brewer, or manufacturer	\$1,000
	H	Transfer license	\$200
	I	Private Club	\$500
	J	Temporary Special Event Permit	\$200
		<b>Add-Ons</b>	<b>Fee</b>
		Sunday sales permit, requires qualifying license (A1, A2, A3, B1, B2, B3, or B4)	\$150
		<b>Application Type</b>	<b>Fee</b>
		New application (License Classes A1-B4, F, G, H, I)	\$125
		New application (License Classes C-E)	\$25
		Renewal Application	\$25
		Sunday sales permit application	\$25
		Investigative fee	\$25
<b>Total of License/Application Fee:</b>			

2. BUSINESS INFORMATION:

Legal Name of Business (include any DBA) TO BE DETERMINED (Guyton Liquors) FM  
Physical Address of Business (or Proposed Physical Address of Business, if Applicable) 109W Central Blvd., Guyton, GA 31312 FM

Business Telephone Number \_\_\_\_\_ Projected Opening Date \_\_\_\_\_

Operator's/General Manager's Name \_\_\_\_\_

Operator's/General Manager's Home Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

3. APPLICANT'S INFORMATION:

Applicant's Name FAGUNKUMAR PATEL

Applicant's Home Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

4. OWNER'S INFORMATION:

- i. Please list all owners who have an ownership interest of 10% or more in the business. If the business is a trust, please identify the trustees. Use additional paper if necessary.

Business Owner Name:	Business Owner's Address:	Business Owner's Telephone Number:
FAGUNKUMAR PATEL	[REDACTED]	[REDACTED]

- ii. Is the business a partnership? Yes No
- iii. Is the business a corporation or limited liability company? Yes Yes No
- iv. Is the business a trust? Yes No

5. BUSINESS DISCLOSURE

- a. Has applicant, owner, corporation, or any person connected with or having an interest in said business ever previously or currently held/hold a license to sell wine, beer and/or distilled spirits/liquor? Yes Yes No
- i. If the answer to item "a" is yes, were there any violations of any law, regulation or ordinance relating to such business? Yes No
- ii. If the answer to item "a" is yes, were any complaints filed by citizens objecting to the manner in which the business was conducted at the location for which the license was held? Yes No

1. If yes, please provide copies of said complaints.

b. Has applicant, owner, corporation, or any person connected with or having an interest in said business:

- i. Ever been convicted of any criminal violation or city ordinance violation (*other than a traffic citation*)? Yes No
- ii. Ever served time in prison or other correctional institution? Yes No
- iii. Ever had an alcoholic beverage license suspended or revoked by any licensing authority within the last five (5) years? Yes No
- iv. Has applicant, owner, or any person having an interest in said business been convicted of driving under the influence of intoxicants or drugs or pled nolo contendere or forfeited bond in connection with any such charge within the preceding two (2) years? Yes No
- v. Has applicant, owner, or any person connected with or having an interest in said business been convicted of a felony or pled nolo contendere or forfeited bond in connection with any such charge within the preceding five (5) years? Yes No
- vi. Has applicant, owner, or any person connected with or having an interest in said business been convicted of a felony or pled nolo contendere or forfeited bond in connection with any such charge within the preceding five (5) years? Yes No
- vii. Has applicant, owner, or any person connected with or having an interest in said business been convicted of a violation of law pertaining to the sale of alcoholic beverages or the sale or possession of a controlled substance or pled nolo contendere or forfeited bond in connection with any such charge within the preceding five (5) years? Yes No
- viii. Has the applicant previously had an application denied on the basis of the qualifications or suitability of the proposed location (the location proposed for the present license)? Yes No

**NOTE:** If the answer to any question in this section (5) is "yes" for the applicant or any person connected with or having an interest in said business, describe circumstances in detail for each person. Please provide and attach a detailed written explanation.

#### 6. ADDITIONAL DISCLOSURES RELATING TO LICENSES FOR THE PACKAGE SALE OF DISTILLED SPIRITS

- i. If the applicant will only sell distilled spirits by the package (i.e., not sell wine and malt beverages by the package), will the proposed location have a showroom of at least 1,500 square feet? Yes No
- ii. If the applicant will only sell distilled spirits by the package (i.e., not sell wine and malt beverages by the package), will the proposed location have a storage area of at least 250 square feet? Yes No

- iii. If the applicant intends to sell distilled spirits by the package and/or wine and malt beverages, will the proposed location have a showroom of at least 1,750 square feet?  Yes  No
- iv. If the applicant intends to sell distilled spirits by the package and/or wine and malt beverages, will the proposed location have a showroom of at least 1,750 square feet?  Yes  No
- v. Will public ingress and egress to the proposed location be provided directly to and only to the exterior of the building in which the proposed location is located and not to any other enclosed part of the building in which it is located? For example, if the proposed liquor store would be located in a shopping center, would there be no ingress and egress to the liquor store from another store in the shopping center?  Yes  No

**NOTE:** With regard to section (6), cooler space shall be considered storage area and spaces such as offices, mechanical rooms, janitorial rooms, breakrooms and bathrooms shall not count towards the minimum square footage requirements.

**7. OWNER'S INFORMATION:**

Before the undersigned attesting officer duly authorized to administer oaths, personally comes the applicant for a license to conduct the sale of alcoholic beverages in the City of Guyton, says that the information given and the statements made in this application are true, correct and complete under penalty of law.

Executed this 30<sup>th</sup> day of April, 2024.

*[Signature]*  
Applicant's Signature  
PAGUNKUMAR PATEL  
Applicant's Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 30<sup>th</sup> DAY OF April, 2024.

*Stephanie L. Rossier*  
Notary Public/Seal

My Commission Expires: September 13, 2027



**NOTICE:** The applicant for an alcoholic beverage license shall be the owner of the business. If this is a corporation, partnership or other legal entity, the applicant must be a substantial and major stockholder or the applicant may be the General Manager charged with the regular operation of said business on the premises for which the license is issued. Applicant for an alcoholic beverage license, as well as every owner having 10% or more ownership, must submit to fingerprinting by using the GAPS system prior to submitting the application. Instructions for fingerprinting are attached.



PRIVATE EMPLOYER  
AFFIDAVIT  
PURSUANT TO  
O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for an Alcohol License required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Name of Private Employer

Please check only one:

On January 1<sup>st</sup> of the below-signed year, the individual, firm or corporation employed more than ten (10) employees.

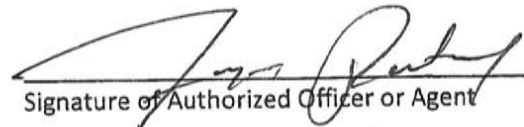
The employer has registered with and utilizes the federal work authorization program (E-Verify) in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization (E-Verify) user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

On January 1<sup>st</sup> of the below-signed year, the individual, firm or corporation employed less than ten (10) employees.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed this 30<sup>th</sup> day of April, 2024.

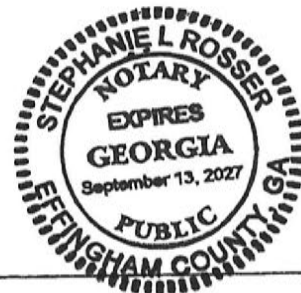
  
Signature of Authorized Officer or Agent

FAUNUMAR PATEL  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 30<sup>th</sup> DAY OF April, 2024.

Stephanie L Rosser  
NOTARY PUBLIC/SEAL

My Commission Expires: September 13, 2027



# AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for an Alcohol License (type of public benefit), as referenced in O.C.G.A. § 50-36-1, from the City of Guyton, Georgia, the undersigned applicant verifies one of the following with respect to my application for public benefit.

1.)  I am a United States citizen.

OR

2.)  I am a legal permanent resident.

OR

3.)  I am qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

If you chose #2 or #3, my alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can be best classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.



[Signature] 4/30/24  
Signature of Applicant Date

PAWANKUMAR PATEL  
Printed Name of Applicant

\_\_\_\_\_  
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON THIS 30<sup>th</sup> DAY OF April, 2024.

Stephanie L. Rosser  
Notary Public/Seal

My Commission Expires: September 13, 2027

**AFFIDAVIT TO DISPENSE  
ALCOHOLIC BEVERAGES  
ON SUNDAY**

The City of Guyton permits eating establishments (restaurants) and inns holding a license to dispense alcoholic beverages for consumption on the premises under certain conditions.

To be authorized to dispense alcoholic beverages for consumption on Sunday, an eating establishment must:

- (1) Be licensed by the City of Guyton to sell alcoholic beverages by the drink for consumption on the premises;
- (2) Be an eating establishment whose primary business is the sale of prepared meals;
- (3) Derive at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food;
- (4) Have its primary floor area specifically designed, set aside, set up and operating to serve meals and food on the premises and shall have a fully-equipped commercial kitchen to include an appropriate stove, refrigerator, food preparation area, sink and other items required by the county health department and city inspections department for the preparation of food; and
- (5) Have a printed or posted menu from which selections of prepared meals can be made; and
- (6) Complete the below affidavit and submit along with the required Sunday Sales permit fee as provided in the fee schedule.

To be authorized to dispense alcoholic beverages for consumption on Sunday, an inn must:

- (1) Derive at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging; and
- (2) Complete the below affidavit and submit along with the required Sunday Sales permit fee as provided in the fee schedule.

**NOTE:** An application for a transfer or renewal license shall include a certified affidavit from a certified public accountant (CPA) or registered public accountant (RPA) attesting to the accuracy of the financial information supplied to him and that such location derived at least 50 percent (50%) of its gross revenues for the last 12 months of business under present or previous ownership from the sale of prepared meals or room rental in the case of an inn. In the absence of such data, the business owner will not be considered for Sunday liquor sales until a certified affidavit from a CPA or RPA is submitted certifying as to the revenues for the immediate 12 months of business preceding the time of application for a Sunday sales license. Failure to attach such affidavit to an application or failure to comply with the terms of the affidavit will result in disapproval of the application and revocation of the license.

To BE DETERMINED (Guyton Liquors) FN  
Name of Business Type of Business (eating establishment or inn)

109 W Central Blvd.  
Location or Proposed Location Telephone Number

*If this application is for an eating establishment*, I swear and affirm that the establishment named above: (1) is a bona fide public eating establishment which will actually and regularly prepare and serve food on the premises; (2) fully intends to derive at least 50% of its total annual gross food and beverage sales from the sale of prepared meals or food (if a new business) or, if an existing establishment, derive at least 50% of its annual gross food and beverage sales from the sale of prepared meals or food; and (3) will provide full food service along with a printed or posted menu. Further, I understand that I must submit a certified affidavit from my certified public accountant (CPA) or registered public accountant (RPA) upon my request for renewal each year if Sunday Sales of alcoholic beverages is to be continued.

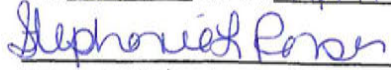
*If this application is for an inn*, I swear and affirm that the establishment named above (1) is a bona fide inn which fully intends to derive at least 50% of its total annual gross revenue from the rental of rooms for overnight lodging (if a new business) or, if an existing establishment, derive at least 50% of its annual revenue from the rental of rooms for overnight lodging. Further, I understand that I must submit a certified affidavit from my certified public accountant (CPA) or registered public accountant (RPA) upon my request for renewal each year if Sunday Sales of alcoholic beverages is to be continued.

Executed this 30<sup>th</sup> day of April, 2024.

Signature 

Printed Name PAAVANKUMAR PATEL

SUBSCRIBED AND SWORN BEFORE ME ON THIS 30<sup>th</sup> DAY OF April, 2024.

  
Notary Public/Seal

My Commission Expires: September 13, 2027



## NASPO ValuePoint FMV Rental Agreement (Option B)

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

### Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

City of Guyton

**Sold-To: Address**

310 Central Blvd, Guyton, GA, 31312-4322, US

**Sold-To: Contact Name**

Fabian Mann

**Sold-To: Contact Phone #**

9127723353

**Sold-To: Account #**

**Bill-To: Address**

310 Central Blvd, Guyton, GA, 31312-4322, US

**Bill-To: Contact Name**

Fabian Mann

**Bill-To: Contact Phone #**

9127723353

**Bill-To: Account #**

**Bill-To: Email**

fabian.mann@cityofguyton.com

**Ship-To: Address**

310 Central Blvd, Guyton, GA, 31312-4322, US

**Ship-To: Contact Name**

Fabian Mann

**Ship-To: Contact Phone #**

9127723353

**Ship-To: Account #**

PO #

### Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

### Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
12	\$ 52.82	\$ 158.46	
48	\$ 65.62	\$ 196.86	

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 99999-SPDT20270514-0002  
State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature

**Signature:**

\_\_\_\_\_  
Print Name

**Email:** fabian.mann@cityofguyton.com

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sales Information**

_____ Lori Damato	_____	
Account Rep Name	Email Address	PBGFS Acceptance

## GEORGIA READS DAY PROCLAMATION

**WHEREAS:** Literacy is not just an education issue but an economic, workforce, and quality of life issue. It is also a predictor of future educational achievement, economic status, and lifelong health and well-being.

**WHEREAS:** In 2023, 61% of Georgia rising fourth graders did not read proficiently, and research shows that children who are proficient readers by the end of third grade are four times more likely to graduate from high school than their peers who are not reading on grade level.

**WHEREAS:** The General Assembly recognized the importance of literacy skills with the passage of two bills in 2023: SB 211, that created the Georgia Council on Literacy, and HB 538, that requires comprehensive education reforms for reading instruction in the science of reading.

**WHEREAS:** Understanding that collaborative efforts and strategic partnerships must be undertaken to effectively address literacy issues, the Georgia Municipal Association (GMA) and its nonprofit organization, Georgia City Solutions, members of the Georgia General Assembly, and football champion now turned children's author, Malcolm Mitchell, partnered with the Georgia Council on Literacy to launch "Georgia Reads" at the 2024 GMA Annual Convention.

**WHEREAS:** Community involvement is essential to literacy improvements and "Georgia Reads" will include recognizing 10 community partnerships that have increased literacy in the past three to five years as Georgia Reads Communities.

**WHEREAS:** September 30, 2024, marks a date when all Georgians are encouraged to create awareness about the importance of reading and encourage community partnerships to promote future literacy improvements.

**WHEREAS:** Together we can improve Georgia's economic vitality one book at a time.

**THEREFORE:** I, Andy Harville, do hereby proclaim September 30, 2024 as **GUYTON READS DAY** and encourage all residents, businesses, and community partners to help promote and elevate literacy as a community priority.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Andy Harville, Mayor